THE COURTS.

The Bleecker Street Railroad Foreclosure.

Interesting Decisions by the Supreme Court, General Term.

Rapid Transit-Appointment of Commissioners.

George R. Sistare, a holder of first mortgage bonds of the Bleecker Street and Fulton Ferry Railroad Company, has, through his attorneys, Messrs. Sullivan, Kobbé and Fowler, commenced a suit to foreclose the first mortgage on the road. A motion was to have been heard in Supreme Court, Chambers, yesterday, for the appointment of a receiver of the road, but ar. gument was deferred until Wednesday next. Mr. Sistare, in his complaint, after alleging the charsering and organization of the company, proceeds to state that on the 2d day of January, 1865, the company executed the mortgage now sought to be foreclosed to Benedict Lewis, Jr., covering all the fran-chises, privileges, benedits and rights connected with the road and belonging to the company, including railroad constructed, cars, horses and appurtenances and other property owned acquired by the company; that said mortgage was executed to secure the payment of bonds of the company to the amount of \$700,000, to be issued from time to time as the exigencies of the company might require, such bonds being payable on the 1st of January, 1880, with interest at the rate of seven per tent per annum, payable semi-annually on the first days of January and July of each year; that in case of fault in the payment of interest as provided the estate of the mortgagees then became absolute; that the company made default in the payment of interest upon said bonds on the 1st day of July, 1875, and is still in default in respect to the same; that planntiff is the sweer and holder of such bonds, with the coupons attached, and that payment has been duly demanded of the said company by the presentation of the coupons due July 1, 1875, attached to the said bonds, all of which was refused, and none of the interest on any of the said series of bonds has been paid, but the contary, the company has been default in the payment of interest will thorous due on the 1st day of January, 1876, and the company will make default in the payment of the same; that there is now outstanding of such bonds about 700, of the value of \$1,000 each, and default has been made in the interest due on them all. On the 15th of April, 1873, the company executed a second mortgage to Francis A. Palmer, covering all the property and rights included in the first mortgage, to secure the payment of a second series of bonds to be issued, and covering property to be thereafter acquired; that but very few of such bonds were issued, and the remainder thereof have been deposited in bank under some arrangement or unferstanding unknown to the first mortgage bondholders; that such second mortgage was made subsequent to that now sought to be foreclosed, and the remainder thereof the payment of the first; that the company is in debt for the rent of premises leased from the city for stables, &c., is indebted for unpaid taxes to the year 1874, inclusive, in the sum of \$2,200, and of \$598 47, with interest thereon to the 1st day of August, 1875, amounting to \$1,356, and assessments to the amount of \$2,331 33, and with interest hereon to the same of \$81,256, 22, and likewise to various parties in the sum of about \$40,000, for wages due to its employés and for various other existing legitimate debte, all of which amounts in the aggregate to the sum of \$81,256. 22, and likewise to various parties in the further assurance and protection of the century and the prope

owners of common stock be adjusted by the Court and that such other or further relief as to the Court may seem just shall be granted to plaintiff. THE COMPTROLLER AS A LESSEE. The case of The People ex. rel. the New York Dispensary, respondent, vs. Andrew H. Green, Comptroller, appellant, and in the case of The People ex. rel. Mary A. Schanck, executrix, respondent, against the same appellant, on which appeals were made from orders granting writs of peremptory mandamus. In the first nentioned case the Court at special term sustained the lemurror of the relator to the return of the Comptroler and ordered judgment thereon in favor of the remtor. In the second the Court quashed the return of the Comptroller as immaterial and irrelevant and ordered a pereinptory writ of mandamus. Both the cases presented substantially the same question. The point was made on behalf of the Comptroller that the duty of executing leases ordered by the Common Council did not appertain to his office, and that he sould not be compelled by mandamus to execute such leases, botwithstanding the Common Council by resolution had requested and authorized him so to do. Judge Davis, who rendered the decision, sitting in General Term, thought that this question did not seem to have been considered by the Court below, and only indirectly to have been prosented in one case; but it was one which must be considered by the General Term, because, in determining whether the writ of mandamus shall be issued by the Court against a public officer, it was primarily important that it should appear that the duty and the power to perform it belong to his office and were incumbent on him as such officer. The powers and duties of the Comptroller were defined by article 5 of the charter, and were to be found in sections 29 to 35, both inclusive. A diligent search of these sections failed to disclose any provision or language which imposed upon the Comptroller the duty to execute these leases when directed to do so by the Common Council of signing all leases, and it was apparent that the comptroller if he executed the leases in question could not make a perfect instrument under the law, because by statuce the signature of the clork and the corporate seal, which was by law in his custody; must still be affixed to the instrument. All the embarrassments in the case disappear in view of the power given to the clerk to sign all leases, and the authority which the Common Council of signing the more proper one for the court felt constrained to hold that under the charter of 1573 it was not a part of the duty of the Comptroller to execute as the more proper one for the council could not head. dered a peremptory writ of mandamus. Both the cases presented substantially the same question. The point the duty of the Comptroller to execute leases on be-halt of the city; that the Common Council could not impose that duty as a compulsory one. The more proper officers are, the Court held, the President of the Council and its clerk, and particularly the latter, when-ever the resolution of the Council should direct him to execute the instrument. The order of the Court below must therefore be reversed and the writs of mandamus

Judges Davis, Brady and Daniels, holding Supreme Court, General Torm, gave a very important order yes terday, in which Commissioners are appointed to ine whother the New York Elevated Raitroad, via Third avenue, should be constructed. In their

"tought to be constructed and operated by said company over the streets and avenues specified, and designated September 2 last by the Commissioners appointed pursuant to a section of said act, chapter 606, Laws 1875. And it is further ordered, the Court says, that said Commissioners do forthwith, after receiving notice of this order, appoint in writing a place within the city of the control of the control of the control of the same point in writing a place within the city of the control of the control of the same point in writing a place within the city of the time and place of such the said parties interested in the matter. And it is further ordered that notice of the time and place of such hearing be given by publication of such appointment in at least six daily newspapers, published in said city, seven times consecutively, and by posting a copy of said notices in conspicuous places—in at least lifty places—along said route; and it is further ordered that when the said Commissioners shall have made their determination upon the matter berely referred to them they report the same to the Court; and that the petitioners, by their attorney or counsel, present the said report to the General Term of this court for confirmation, upon any day when the same shall be in session, first giving notice of such intended presentment and application by publishing the same four times in the daily papers above named, and to serve at least eight days' notice on all attorneys, who shall give in written notice of appearance to James Emott, Esq. And it is further ordered that the expenses and disbursements of said Commissioners, together with a suitable allowance for their services, be adjusted and allowed by one of the Justices of this court and be paid by said petitioners.'

DECISIONS. SUPREME COURT-CHAMBERS.

By Judge Donohue.

Josephine Smith vs. William J. Smith.—Judgment of divorce granted to plaintiff.

Loel vs. Williams; matter of Stewart; matter of Ross; Keucht vs. Sufft; Rusk vs. Sautler; Whitman vs. Mull; Bellimer, &c., vs. Seldhusen; Amerman vs. Bartow, and Cauldwell vs. Scranton (No. 4).—Granted. Russell vs. Bauer.—Donied.

Solomon vs. Buddensiek and Green vs. Lemart.—

Motions granted. —Motion granted. Memorandum. Cobeli vs. New York Co-operative Cigar Manuiac turing Company. —Bond approved.
Nathan vs. Waitzfeider. —Security in \$500, &c. Sharkai vs. Hemkel. —Custody of infants awarded to the mother.

Sharkai vs. Hemkel.—Custody of infants awarded to the mother.

Matter of Shearer.—Same difficulty as stated.

Miller vs. Miller.—Granted. See order for stay.

Matter of Church of St. Joseph. of Yorkville.—Authority to the parties to apply should be under seal.

Dillont vs. Cavanagh.—Motion granted on payment of costs, defendant to either give security for debt or allow levy to stand.

Hagar vs. Clark.—The \$100 collected should be deducted.

Watter of Post. Must be referred. Who is the state.

Matter of Post.-Must be referred. Who is the attorney?

Freligh vs. Board of Police.—Motion denied. Memorandum. Weeks vs. Lawrey,—Order to stand as it is.

SUPREME COURT-GENERAL TERM.

Weeks vs. Lawrey.—Order to stand as it is.

SUPREME COURT—GENERAL TERM.

By Judges Davis, Brady and Daniels.
Colton et al., &c., vs. Fox and another, &c.—Judgment reversed, and ordered to be entered in accordance with opinion; costs to the several parties to be paid by the trustees out of the fund. Opinion by Judge Davis, Judge Brady dissenting.

Dudley vs. Gould.—Order reversed, with costs. Opinion by Judge Brady.

Knight vs. Cunnington et al.—Judgment reversed, new trial ordered; costs to abide event. Opinion by Judge Brady.

National Bank of Fairhaven vs. The Phœnix Warehouse Company.—Judgment reversed; new trial granted, costs to abide event. Opinion by Judge Davis.

Embury vs. Sheldon et al.—Order affirmed, with costs. Opinion by Judge Brady.

Brown vs. Cromien and another.—Order affirmed, without costs to either party. Opinion by Judge Davis.

Melchor et al., &c., vs. Fisk, &c.—Judgment modified by deducting the allowance and costs taxed less the disbursements and fees of witnesses and fees of the referce, and affirmed for the balance without costs to either party.—Order to be settled on motion by Judge Brady.

Johnson et al. vs. The First National Bank of Hoboken.—Judgment affirmed. Opinion by Judge Davis.

Samuels vs. The Evening Mail Association.—Judgment reversed; new trial granted; costs to abide event. Opinion by Judge Brady.

Uniside Brady.—Undgment affirmed. Opinion by Judge Davis.

Parott vs. Colby.—Judgment affirmed. Opinion by Judge Davis.

Parott vs. Colby.—Judgment affirmed. Opinion by Judge Davis.

Phelan vs. Gollender.—Order appealed from reversed and order to be entered vacating the injunction, without costs, on this appeal or on motion made beiore Special Term. Opinion by Judge Daniels.

Scholtz vs. Crane et al.—Judgment affirmed, with costs. Opinion by Judge Davis.

Thelan vs. Gollender.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.

Scholtz vs. Crane et al.—Judgment affirmed, with costs on the formal party of the party.—Order denying motion to set aside inque

Blau vs. Benedict.—Judgment affirmed, with costs. Opinion by Judge Brady.
Opidyke vs. Prouty.—Judgment affirmed. Opinion by Judge Daniels.
Green vs. The Niagara Fire Insurance Company; Green vs. Hanover Fire Insurance Company. Green vs. Republic Fire Insurance Company and Green vs. Republic Fire Insurance Company.—Judgments reversed; new trial ordered; costs to abide event. Opinion by Judge Daniels.
Powers and another vs. Gross.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.
Dickee vs. The Mayor, &c.—Judgment affirmed, with costs. Opinion by Judge Brady.

&c., and Heiser vs. Asten et al., &c.—Order reversed, with \$10 costs and disbursements; writs directed to be issued requiring the Board of Assessors to hear and determine the claims made, and to make and file awards in case the damages claimed or any part thereof appear to have been occasioned by the improvement. Opinion by Judge Daniels, Judge Davis taking no part in the decision.

Ross vs. Ross et al., &c.—Surrogate's decree affirmed, with costs to the respondents, the executors. Opinion by Judge Brauy.

by Judge Brady.

Dennis vs. Charlick, &c.—Judgment affirmed. Opin-

Judge Davis.

Martin vs. Lowenstein and another.—Order reversed, with \$10 costs, besides disbursements. Opinion by Judge Davis.

Day vs. The Mayor, &c.—Judgment affirmed. Opinion by Judge Bayles. ton by Judge Brady.

Matter of Legendie vs. The Mayor, &c.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Daniels.
Peterson vs. Beebe.—Order affirmed, with costs.

Opinion per curiam.

Hamilton vs. The People.—Judgment affirmed (Brady, J., dissenting). Opinion by Judges Davis and Brady.

Goettman vs. The Mayor, &c.—Judgment affirmed.
Opinion by Judges Daniels and Brady, Judge Davis concurring with Judge Daniels.

Sutton vs. Davis, &c.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Daniels.

Sutton vs. Bavis, &c.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Daniels. Chatham National Bank vs. O'Brien, &c.—Judgment reversed and new trial granted, costs to abide the event. Opinion by Judges Davis and Brady.

Dambmann vs. Schulting.—Motion to dismiss appeal granted, but without costs. Opinion by Judge Davis.

Prouty vs. The Lake Shore and Michigan Southern Railroad Company et al.—Order affirmed, with \$10 costs, besides disbursements. Opinion by Judge Davis.

Rogers vs. Gould.—Judgment affirmed. Opinion by Judge Davis.

Robinson et al. vs. Norris.—Judgment affirmed, with costs. Opinion by Judge Bavis.

Roosevelt et al. vs. Roosevelt, &c., et al.—Judgment modified by striking out or neglecting provisions which interfers with or control the discretion vested in the trustees by the power to make advances, and also such as declare that the advances may be continued until the trust estate in the relator's personal property may be wholly exhausted and affirmed, as modified, with costs to all parties, to be paid out of the estate. Opinion by Judge Daniels.

Trubee vs. Aidern.—Order modified so that the attaches the made to include such an amount only as technical by magent to make a property.

ion by Judge Daniels; order to be settled by Judge Daniels.

Trubee vs. Aldern.—Order modified so that the attachment be made to include such an amount only as will be equal to the difference between the amount of the bond given in Connecticut, in which case order to be affirmed. Opinions by Judges Davis and Brady; Judge Brady dissenting.

The People ex rel. The Female Academy of the Sacrod Heart vs. The Commissioners of Taxes.—Decision reversed and order to be entered directing the Commissioners to exclude the real estate affected by these proceedings from the assessment list, but without costs. Opinions by Judges Davis, Daniels and Brady.

Krait, &c., vs. The People, &c.—Conviction affirmed. Opinion by Judge Westbrook.

Opinion by Judge Westbrook.

Howell vs. Van Siclen et al.—Judgment reversed, new trial ordered, costs to abide event, Judge Davis dissenting. Opinions by Judges Daniels, Brady and Davis.

Davis.

By Judges Davis, Daniels and Lawrence.

Miller vs. The Board of Police.—Judgment affirmed, but without costs, Judge Lawrence dissenting. Opinions by Judges Davis and Lawrence.

The Psople ex. rel. New York Dispensary vs. Green, &c., and The People ex rel. Schanck, &c., vs. The Mayor, &c.—Orders reversed and writs of mandamus denied. Opinion by Judge Davis.

Dannat et al. vs. The Mayor, &c.—Judgment affirmed, with costs. Opinion by Judge Brady.

By Judges Brady and Daniels.

Eisner vs. Hamil et al.—Order affirmed, with costs. Opinion per curram.

Eisner vs. Ramil et al.—Order affirmed, with costa.
Opinion per curium.

By Judges Davis and Duniels.
Lewis and another vs. The Mayor, &c.—Judgment affirmed. Opinion by Judge Davis.

Esterwer and another vs. Purdy and another.—Judgment reversed; new trial ordered, with costs to detendants appealing to abide event. Opinion by Judge Davis.

Davis.

Grocers' Bank of New York vs. O'Rorke.—Order reversed, with \$10 costs, besides disbursements, and motion denied. Opinion by Judge Davis.

Donovan vs. Hutchings, ke.—Order affirmed, with costs. Opinion by Judge Davis.

Donovan vs. Conner, ke.—Order affirmed, with costs be denied by the costs.

order the Court appoint Cliver H. Palmer, John T. Agnew and E. Z. Lawrence, Commissioners to determine, pursuant to chapter 606, Laws 1875, whether the railway mentioned is the petition of the promoters. In the property of the adjusted. Opinion by Judge Davis.

Martin, &c. vs. Hicks.—Appeal dismissed, with costs. Opinion by Judge Davis.
Hicks vs. Martin, &c. and Martin, &c. vs. Hicks.—Orders affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.
Duncan et al. vs. Katen.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.
McSytter vs. Green et al. and Asten et al.; Tone vs. Same; Yelverion vs. Same, and Davis vs. Same.—Orders to be settled before the presiding Justice on three days notice. Opinion by Judge Davis.
Howland vs. Taylor.—Order to be modified as suggested in opinion. Order to be settled by Mr. Justice Brady. Opinion by Judge Brady.
Matter of Gardiner, &c.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.
Wolfstein, &c., vs. The People, &c.—Conviction affirmed. Opinion by Judge Westbrook.
Godfrey vs. Moser.—Motion to amend order granted on condition that defendant stipulates that at the election of plaintiff the appeal taken to the Court of Appeals may be discontinuance of the appeal that defendant will pay the costs of printing the case on appeal; if defendant fails to give such stipulation within ten days the motion will then be denied, with costs.

SUPREME COURT—SPECIAL TERM.

SUPREME COURT-SPECIAL TERM. By Judge Van Vorst,
Powers vs. Smith.—Judgment for plaintiff. Opinion
Clark vs. Coles et al.—Judgment for defendants of
lemurrer. Opinion.
Williams vs. Abbot.—Judgment for defendant.

SUPERIOR COURT-SPECIAL TERM. By Judge Curtis.

Magnan et al. vs. Dinamore, &c. -- Proposed case and

By Judge Speir.

Porter vs. McGrath. —Proposed case and amendments

COMMON PLEAS-SPECIAL TERM. By Judge Larremore.

Matter of Stevenson.—Report of referee confirmed and distribution ordered.
Boyd vs. Boyd; Wright vs. Wright; Wright vs. Ungut; Owens vs. Wright; New York Life Insurance Company vs. Hall et.al.—Application granted and reference ordered.

Gortendorf vs. Gortendorf et al.—Reference ordered.

By Judge Robbisson.

By Judge Robbisson.

By Judge Robinson.

Lanigan vs. The Mayor, &c.—New trial granted, unless plaintiff accept offer in answers and to reduction of
verdict accordingly. Opinion, ordered to be settled.

SUMMARY OF LAW CASES.

The turther hearing of testimony in the Barmo will case was continued yesterday. The principal wit ness was Surgeon William Van Buren, who attended the testator in consultation with his physicians during several months preceding his decease. His testimon was to the effect that the testator was not suffering from any disease that could affect his mind, and tha Mr. Barmore was mentally capable of executing the instrument offered in his last will.

In the Supreme Court, General Term, yesterday, Judge Brady rendered the opinion in the case of John Knieb, convicted and fined \$100 in Special Sessions for selling adulterated milk. The Court says that under the act of 1864 it should be proved that defendant knew of the adulteration that the evidence was insufficient, and the judgment should be reversed.

Police Sergeant Augustus Miller was dismissed by the Police Sergeant Augustus Miller was dismissed by the Police Commissioners for being found in a drinking saloon with his hat and coat off. He dirst admitted and then denied the charge. The Board dismissed him, and he appealed to be reinstated. The Board's counsel made answer that the Court could not review on certiorari the Police Commissioners' proceedings, and the Supreme Court, General Torm, through Judge Davis, yesterday gave judgment to that effect and dismissed the writ of certiorari. Judge Lawrence gave a dissenting opinion.

whit of certainers. Sudge lawstence general copinion.

In the case of Samuel Samuels, who sued the Evening Mail for libet, in which the jury rendered a verdict for the plaintiff in the sum of \$2,500, the General Term yesterday reversed that decision, on the ground that the Court excluded proof that the newspaper menioned immediately made a retraction, and that the plaintiff himself had admitted that no injury had been done to him. A new trial was ordered, costs to abide the event.

done to him. A new trial was ordered, costs to abide the event.

In the United States District Court, before Judge Blatchford, yesterday, the suit of the United States to recover penalties for alleged undervaluations of imports was continued. Mr. Read, managing director of the York Street Flax Spinning Company, of Beliast, Ireland, was cross-examined at great length in relation to invoice prices of goods sent to the New York branch house, as compared with actual market prices of similar goods sold at Belfast and Manchester at dates corresponding with those marked on the said invoices. The case will be continued to-day.

sponding with those marked on the said invoices. The case will be continued to-day.

Mrs. Sarah Brown last July obtained an injunction restraining Daniel R. Lyddy and Joseph Cromien from prosecuting a proceeding against her for foreible entry and detainer of the house No. 67 Monree street, commenced before Justice Ackert, of the Seventh District Court, until she was paid the value of the house. From the order granting the injunction the defendants have appealed. On the argument Mrs. Brown's counsel raised the point that the district courts have no jurisdiction of proceedings for forcible entry and detainer. The General Term yesterday rendered its decision, holding that the District Court act gives no power to the Justices to entertain such proceedings. The injunction is continued.

Opinion by Judge Brady.

Ophyke vs. Prouty—Judgment affirmed. Opinion by Judge Daniels.

Green vs. The Niagara Fire Insurance Company; Green vs. Hanover Fire Insurance Company; Green vs. Hanover Fire Insurance Company; Green vs. Republic Fire Insurance Company and Green vs. Republic Fire Insurance Company of the Sacred Heart, was recently before the General of the Supreme Court, on certiforal to the Academy, with \$10 costs and disbursements. Opinion by Judge Daniels. Opinion by Judge Brady.

Knieb vs. The Mayor, &c.—Judgment reversed. Opinion by Judge Brady.

Winthrop et al., &c., vs. mcKim, &c.—Judgment reversed and judgment ordered to be entered in accordance with opinion. Opinion by Judge Davis.

The People, &c., ex. rel. the Female Academy of the Sacred Heart, was recently before the General for the Start of the People ex. rel. the Female Academy of the Sacred Heart, was recently before the General of the Start of the State Was and another vs. Gross. Order affirmed, with the Academy, irom the decision of the Tax Commissioners. The latter exempted seven acres of the fifty which the Academy, irom the decision of the Tax Commissioners. The latter exempted seven acres of the fifty which the Academy, with the Academy, with the decision of the Tax Commissioners. The latter exempted seven acres of the fifty which the Academy, irom the decision of the Tax Commissioners. The latter exempted seven acres of the fifty which the Academy, with the Academy, with the Academy, with the Academy, with the decision of the Tax Commissioners. The latter exempted seven acres of to exempt all land which was directly and properly used for educational purposes. Judge Daniels, giving the opinion of the General Term, coincides with the relators (the Academy), and holds that the phrase "lots" does not mean city lots only more than country lots, and that it means property used for educational institution purpose solely. He concludes that, as it appears that all this land is used solely for educational purposes, they are entitled to have the whole of it exempted. Judge Davis indorses the foregoing opinion, and says the discretion of the Commissioners, if any, should have been exercised in favor of education and exercise combined.

ion, and says the discretion of the Commissioners, if any, should have been exercised in favor of education and exercise combined.

Judge Brady, sitting at General Term, rendered the decision in the case of Kate B. Howland against Laura S. Taylor, which was unanimously concurred in. The decision was as to the best course to be adopted by which the client's interests should not be joopardized on the one hand or the attorney's lien on the other. Mr. Andrews had been advancing money to his client as he averred and as seemed to be admitted to enable her to pay the expense of her household, and he conceded that she had not succeeded in obtaining security in matters in which it was of great importance and that she had suffered in consequence. This justified the Court in believing that she could not furnish security for his claim, and also in assuming that he was acting for her under the conviction that his compensation must be derived from the interest she had in the chief subject matter of the controversies. Under all the circumstances she should be required to execute an assignment of a part of her interest as collateral security for any sum that might be found due to Mr. Andrews, and an order of reference be entered to ascertain the amount of his claims against her. In this way the fund which was to be the source of his compensation would be applied to the payment of his demands, and in this way his lien would be protected. The previous order was accordingly modified as suggested. as suggested

TOMBS POLICE COURT. Before Judge Flammer. CHARGE AND COUNTER CHARGE.

Several days ago Kaufman Simon, of No. 265 Broad. way, caused the arrest of Judson G. Worth, on a charge of embezzling certain notes of the value of over and gave ball to answer. On Wednesday last he ob-tained from Judge Flammer a warrant for the arrest of Simon on a charge of having appropriated private account books, ledgers, &c., without which, Worth alleges, in the case of Simon against himself he would alleges, in the case of Simon against himself he would be unable to establish any defence. The warrant also enarged Simon with the larceny of \$2,500 worth of cigars. An officer of the Tombs squad, armed with the aloresaid warrant, yesterday visited the office of Simon and obtained possession of the books referred to. He also called at and searched the premises No. 54 Vesey street and found the cigars. Simon was arrested and yesterday, before Judge Flammer, gave ball to answer. Simon and Worth have had business connections and owned a place at No. 183 Duane street.

DRAW POKER. On the 27th of November James Pierce, of Buffalo patronized a game of draw poker kept by Lyman A. Builard at No. 13 South street and lost, in small sums, \$13. Helieving he had been cheated, he made com-plaint to Captain Petty, of the First precinct, who di-rected Detective Kierns to arrest Bullard. The prisoner was yesterday taken before Judge Flammer and held to answer.

George H. Weeks, of No. 120 Third avenue, a photographer, was yesterday held in \$1,000 to answer on a charge of manufacturing obscene pictures.

William Reagan, of No. 13 Park row, was held for examination on a charge of selling obscene pictures.

A TOUCHING INCIDENT.

Two little orphan boys, brothers, named respectively Patrick and Peter Handley, were accused of attempting to pick pockets in Chatham street. They are newsboys, the elder ten and the younger eight years old. boys, the elfer ten and the younger eight years old.

The lormer was held and the latter discharged. As
the brothers were about to be parted they embraced
each other, and bursting into tears cried aloud as if
their hearts would break. Judge Flammer and all
the spectators in court were visibly affected by the
touching scone. "We were hever parted before,
Petie," the elder brother said, sobbing, "since
poor mother died." Then, as the officer was about
taking him down stairs, Patrick said, with a tone of
real tenderness, "Here bubby" (and he took off his

overcoat), "you will want this, for it's cold outside." The little fellows separated, and little Petic left the court room for the wide, wide world all alone.

WASHINGTON PLACE POLICE COURT. Before Judge Kilbreth.

BURGLARY IN HUDSON STREET. On Tuesday evening the store of Julius Wilyinski, No. 423 Hudson street, was burglariously entered and clothing valued at \$307 stolen from it. On Wednesday Officer Bevendye, of the Sixteenth precinct, saw John Burns, of No. 413 West Seventeenth street, enter the Burns, of No. 413 West Seventeenth street, enter the pawnshop at No. 194 Eighth avenue, and place an overcoat in pawn. He arrested Burns on suspicion of pawning stolen goods, and later the overcoat was identified by Mr. Wilyinski as part of the properly stolen from his store. Before Judge Kilbreth yesterday Burns said he obtained the coat from a man named Clark, with whom he had worked on the public works, and who had requested him to pawn it. Burns was held in \$2,000 for trial.

WHY DID SHE NOT BETURN? Sophia Jackson, of No. 119 Sixth street, was held in \$1,000 for trial for stealing \$50 from William McKinley, of the Windsor Hotel. McKinley met Sophia, on Monday evening, at a dance house in Sixth avenue and accompanied her to a house in West Twenty-sixth streek. On Tuesday morning he gave her a \$50 bill to get changed. She left the house, but failed to return. Miss Jackson claimed that the \$50 was given to her voluntarily by McKinley for drinks, &c. She was committed in default of \$1,000 batl.

POLICE COURT NOTES. At the Essex Market Police Court Officer Creamer, of the Tenth precinct, charged Francis Steinle, of No. 126 Christic street, with keeping a policy and lottery shop. Steinle was held in \$1,000 to answer.

James Connolly, of No. 410 East Twentieth street, was beld for trial at the Fifty-seventh street court, on a charge of embezziement. He converted to his own use \$50, given him by Mrs. Doty, of No. 65 Irving place, to pay a bill. John Miller was held for examination, at the Fifty-

seventh street police court yesterday, for having in his possession pawn tickets representing a quantity of stolen property, consisting, in part, of two silk dresses, one of which is supposed to belong to an actress.

COURT CALENDARS-THIS DAY. SUFREME COURT—CHAMBERS—Held by Judge Dono-hue.—Nos. 72, 76, 113, 115, 119, 228, 257, 258, 272, 280, 281, 282, 284, 285. SUPREMS: COURT—CIRCUIT—Part 2—Held by Judge Westbrook.—Short causes—Nos. 2486, 3450, 3312, 3790, 3264, 3712, 2890, 3812, 3748, 3248, 3042, 3032, 3774, 3326, 3544, 3394, 3758.

SUPREME COURT—GENERAL TERM.—Adjourned until December 30. All other courts have adjourned for the term.

COURT OF APPEALS.

ALBANY, Dec. 2, 1875.

No. 30, Norman Cox, Executor, &c., appellant, vs.

The New York Central and Hudson River Railroad Company, respondents.-Argued by R. A. Stanton,

Company, respondents.—Argued by R. A. Stanton, of counsel for appellants, and by Isaac S. Newton for respondents.

No. 59½. The Excelsior Petroleum Company, appellant, vs. Maggie B. Lacy, respondent.—Argued by W. H. Dickenson, of counsel for appellant, and by John E. Parsons for respondent.

No. 67. Soth B. Stitt et al., appellants, vs. William H. Little et al., respondents.—Argued by Sterne Chittenden, of counsel for appellants, and by Joshua M. Van Cott for respondents. Case still on.

Adjourned. Adjourned.

CALREDAR.

The following is the day calendar for Friday, December 3, 1875:—Nos. 59, 69, 70, 72, 73, 81, 83, 85.

NEW JERSEY COURTS. THE HUDSON RIVER TUNNEL CASE-THE KAUF-MAN AND HAUCH BANKRUPTCY CASE.

TRENTON, N. J., Dec. 2, 1875. The Court of Errors and Appeals has closed its labors for the term, and after a conference, which lasted all of this forencen, adjourned to Monday next when opinions will be delivered on all of the cases

when opinions will be delivered on all of the cases argued. The Hudson River Tunnel case was postponed until next term, which will be convened on the second Tuesday in March, 1876, in consequence of the liability of Attorney General Vanatta to be present on behalf of the appellants—the Delaware and Lackawana Railroad Company. Mr. Vanatta is still suffering from severe indisposition at his home in Morristown, and the latest reports from him say that some weeks will elapse before he is able to resume his professional duties.

The Property of the Tunnel company and in order to prevent the latter from disturbing it Mr. White, junior counsel for the tunnel company, suggested that the Court should make some order to protect it until the case was decided. The Court told Mr. White to hold an interview with Mr. Vanatta in reference to the matter; and on Monday next, if the result of the interview should be made known by that time, the necessary legal action would be taken, and an order issued in accordance with the facts in the case.

In the United States District Court, to-day, before Judge Nixon, a motion was made for a new trial in

the case of Elias N. Miller, assigneee of Kaufman & Hauch, bankrupts, vs. David Jones, on the ground Hauch, bankrupts, vs. David Jones, on the ground that the verdict rendered by the jury for \$28,075 was excessive. The bankrupts were at one time extensive brewers in East Newark, Essex county. Messrs. McCarter and Whitehead argued in support of the motion, and it was resisted by Messrs. Keasley and Borcherling. The original action was based on alleged trover and conversion brought by the assignee against Mr. Jones. The motion was supported by certain disclosures made by some of the jurymen relative to the manner in which they arrived at the verdict. Mr. Keasley, in arguing against it, said that if the Court went beyond the real facts in the case it would invade

Keasley, in arguing against it, said that if the Court went beyond the real facts in the case it would invade the jury room and destroy the

ANCTITY OF THE VERDICT.

It would be an attempt to carry back the Court into the jury room. The testimony taken out of the jury room when the case was over should be stricken out, as it was dangerous to the last degree. The testimony of jurors who sat in the case could not be received. The question is, is the verdict consistent with the cause? In vigorous language Mr. Keasley defended the sanctity of the jury room, which, he said, should not be aubjected to any outside influence whatever.

The Court reserved decision.

UNITED STATES SUPREME COURT. WASHINGTON, Dec. 2, 1875. In the United States Supreme Court yesterday the

following cases were argued:

No. 59. McMurray vs. Brown—Appeal from the Supreme Court of the District of Columbia .- This is a suit brought by the appellee to enforce a lien for materials furnished for the erection of certain houses in Washington, the property of the appellant, alleged to have been delivered in pursuance of a verbal agreement made with her husband as her agent. The defence was that Brown had furnished the material to one Perkins the builder of the houses, under a contract with the appellant, and who was, by the contract, to have one appeliant, and who was, by the contract, to have one of them for building the other. It is, therefore, contended that Brown was not in a position to file a mechanic's iten at the date of the delivery of the materials and could not afterward, and as his contract was a special one to take a house and lot instead of money for the materials he had no claim to a lien in any case. The result of the case was a judgment for the appellee and an appeal to this Court, where it is contended that all the property not being the appellant's at the date of the delivery of the lumber, there was no lien and that the special contract also works a failure of the lien. James E. Edwards for appellant; E. L. Stanton for appellee.

James E. Edwards for appellant; E. L. Stanton for appelles.

No. 60. Kennard vs. State of Louisiana ex rel. Morgan—Error to the Supreme Court of Louisiana.—Morgan and Kennard were contestants for the office of Justice of the Supreme Court of the State. Morgan brought quo warranto, and the State court decided the case in his layor under the "act to regulate proceedings in controversies between persons claiming a judicial office," passed, as alleged by Kennard, by the Pinchback faction, then in power, nine days after the appointment of Morgan, by Pinchback as acting Governor, and, to meet the emergency of the occasion. The writ of error insists that the statute is a summary one and has deprived Kennard of office without due process of law contrary to the fourteenth amendment, as it denied him the right of trial by jury. It is also insisted that the statute is void, because retroactive in its operation. The detendant in error contends that the proceeding in quo warranto was due process of law, that there is no vested right in the case to trial by jury, and that the act does not deprive Kennard of any defence which existed when it was passed. T. S. Semmes, Robert Mott and N. P. Chipman for plaintiff in error; Durant and Horner for defendant.

No. 231. Home Insurance Company, of New York, va. Davis & Stronach—Error to the Supreme Court of Michigan.—This was a suit by the delendants in error to recover upon a policy of insurance. The question was upon the right of romoval to the federal court. The State court refused the company's application and it is here contended that the judgment is justified, because the petition was not sufficiently shown to be that of the corporation, in not being attested by its corporate seal, and because the bond tendered never had been approved as "good and sufficient" by the court. It is here acquired that in either of these conditions were necessary; the authority of the secund to the printed briefs. G. W. McCrary for plaintiff in error; Randall & Bonedict for defendants.

No. 532 Count No. 60. Kennard vs. State of Louisiana ex rel. Mor.

of Gloucester; William W. Warren, of Boston, and John K. Tarbox, of Lawrence, Mass., were admitted to practice as attorneys and connsellors of this court.

On motion of D. B. Buffield Frank H. Canfeid, of Detreit, Mich., was admitted to practice as an attorney and counsellor of this court.

Case No. 61. The Western Union Telegraph Company, appellants, va The Western and Atlantic Railroad Company.—The argument of this cause was continued by Mr. B. H. Hill, of counsel for the appellee, and concluded by Mr. J. H. Ashton for the appellant.

Case No. 62. Richard I. Wallach, et al., appellants vs. John Van Riswick. The argument of this cause was commenced by Mr. Luther H. Pike, of counsel for the appellants and continued by Mr. T. A. Lambert and Mr. T. J. Durant for the appellee.

Adagiraed.

The important case, No. 62, Wallach, et al., vs. Van Riswick, appeal from the Supreme Court of the District of Columbia, was heard to-day. The case prosents the question whether, under the act of July, 1862, as subsequently amended, the forfeiture of an enemy's lands for life by a proceeding in rem divests him personally of all interest therein, present and future. The appellants are the children of the late Charles I. Wallach, of Washington, who was a brother of the ex-Mayor of that name, and was an officer in the Sule Van Riswick became the purchaser, he also becoming the owner of a deed of trust previously put upon certain of the property. After the war Wallach and his wife conveyed the property in fee to Van Riswick peons in fee to Van Riswick being the assignee of the deed of trust, the heirs of Wallach are not entitled to redeem, notwithstanding his conveyance to Van Riswick being the assignee of the deed of trust, the heirs of Wallach are not entitled to redeem, notwithstanding his conveyance to Van Riswick The Court below held that the right of redemption was not sustained, and that their plant of the act in wallach after confiscation; that the remained in Wallach after confiscation; that the remained in Wallach after co

EUROPEAN STEAMSHIPS. UNARD LINE.—B. AND N. A. R. M. S. P. CO.
With a view to diminishing the chances of collision the
teamers of this line take a specific course for all seasons of With a view to diminishing the chances of consison the steamers of this line take a specific course for all seasons of the year.

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CITY OF BERLIN. Saturday, December 18, at 9 A. M.
CITY OF RICHMOND. Saturday, December 25, at 2 P. M.
CITY OF RICHMOND. Saturday, January 1, 1876 at 8 A. M.
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First Cabin, \$10 to \$120, according to accommodation;
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AMERICA. Dec. 11 DEUTSCHIAND. Dec. 25

Rates of passage from New York to Southampton, Havre or Bromen:—
First Cabin, \$100, gold; Second Cabin, \$50, gold; Steerage,
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These beautiful steamers, carrying the United States mail to the Netherlands, are great favorites with the public. Trips requiar; rates low; comfort and living perfect.

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IDAHO, Dec. 7, noon. WYONING, Dec. 28, 6:30 A.M.
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WINCONSIN, Dec. 21, noon. MONTANA, Jan. 11, 3 P. M.
Cabin, intermediate and storage at lowest ratea.
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First cabin, \$70, currency; second cabin, \$45, currency.
Excursion tickets on every favorable terms. Through tickets issued to Continental and Battle ports. Apply for full particulars to.
CLARLES L. WRIGHT & CO., 56 South street. National Line.
From piers Nos. 44 and 47 North River.
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Cabin, first saloon, gold.

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SAUTIAN, December 4, at 11 A. M. VICTORIA.

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Sautriay, December 18, at 11 A. M. ELVSIA.

Sautriay, December 18, at 11 A. M. ELVSIA.

TO GLASGOW, LIVERPOOL, LONDONDERRY, UTENTIAL SAUTRIAY, DECEMBER 25, at 5 P. M. TO GLASGOW, LIVERPOOL, LONDONDERRY, M. TO GLASGOW, LIVERPOOL, LONDONDERRY, M. TO GLASGOW, DEVELOPMENT ON BELFAST.

Cabin—\$63 to \$80, currency, according to accommodation.

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ula, Japan and China, from pier 42 North River
Ricamship ACAPULO December 15, 12 noon
Gennecting for all Central American and Pacific ports.
EXCURSION TICKETS TO THE CHILIAN EXPOSE
TION AND RETURN, good till March, 1876, 8351, gold.
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Steamship GREAT REPUBLIC. January;
FROM SAN FRANCISCO FOR AUSTRALIA AXE
NEW ZEALAND VIA HONOLULU, S. I.
Steamship CITY OF SAN FRANCISCO., Monday, Dec. 4.
For freight or passage apply at pier 42 NOTH River.

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PACIFIC MAIL STEAMSHIP LINE.
For Kingston, Janusics, Savanilla, &c.
Steamship HENRY CHAUNCEY will be despatched
on WEDNESDAY, December 8, at 12 M.,
for above named ports.
For passage, freight and all other information apply a
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H. J. BULLAY, Superintendent. FOR NASSAU, N. P.—REGULAR MAIL STEAMSHEEF From New York direct Officer of the Author of the From New York direct Officer of the Author of the from New York tale Savannah, Ga., December 14 and De-cember 28. For freight or passage apply to MURRAY, FERRIS A. Oo., Agonus, 02 South street.

N. Steamers leave pier No. 3 North River at 3 P. M. FOR HAVANA AND MEXICAN MAIL SS. LINE OF THE PORT HAVANA DIRECT.

CITY OF MERIDA. Tuesday, Dec. 7 CITY OF NEW YORK

FOR VERA CRUZ ND NEW HORRARY, Dec. 10 CITY OF NEW YORK

FOR VERA CRUZ AND NEW ORLEANS, WIN HAVANA Progress, Campeachy, Tuspan and Tampleo, CITY OF MERIDA. Tuesday, Dec. 1 For freight or passage apply to P MERIDA Tuesday, Dec. 1 cight or passage apply to F. ALEXANDRE & SONS, 31 and 33 Broadway.

ers will leave New Orleans December 16 and Janu

NEW YORK AND HAVANA DIRECT MAIL LINE.—
These first class steamships will sail at 3 P. M. from pier 13 North River, foot of Cedar street, for Havana direct pler IJ North Antick as follows:

CRESCENT CITY Tuesday, Dec. 2
COLUMBUS Tuesday, Dec. 16
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For freight or passage, having unsurpassed accommodations, apply to
tions, apply to
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TEXAS LINE FOR GALVESTON, TOUCHING AT KEY West, carrying the United States mail.—The steamer STATE OF TEXAS, Captain Bolger, will sail on Saturaday, Documber 3, at 5 P. M., from pier 20 East River, Through bills of lading given to all points on the Houston and Texas Central international and Great Northern, Galveston, Houston and Henderson and the Galveston, Harrisburg and San Antonio railroids. Freight and insurance at lowest rates. For freight or passage, having superior accommodations, apply to C. H. MALLORY & CO., 153 Maiden lane, or W. P. CLYDE, No. 6 Bowling Green.

POR NEW ORLEANS DIRECT,
THE CROMWELL LINE,
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The Steamship
on Saturday, December 1, at 3 of clock P. M.,
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Through bills of lading given to Mobile and all principal
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Through bills of lading signed to Mobile, Galveston, and to all points on the Galveston, Harrisburg and San Antonio, Houston and Texas Central, international and Great Northern, Texas and Pacific and Trans-Continental Rallroads, and to Indianola and San Antonio, and all points on the Guil, Western Texas and Pacific Rallway, Brazos Santiago, Corpus Christ, Hockport, S. Mary's and Fulton.

Freight for St. Mary's and Fulton landed at Rockport, Lighterage and Channel dues at either Corpus Christ of Brazos Santiago at the expense and risk of consignee.

Freight for Brownsville, Matamoras and points in the interior must have consignee at Brazos Santiago.

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From New York to New Orleans, 15 per cent.

Freight at lowest rates. For freight or further information apply to CHARLES A. WHITNEY & CO., Agents,

Freight at lowest rates. For freight or further information apply to CHARLES A. WHITNEY & CO., Agents,

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Express, for Harrisburg, Pittsburg, the West and South, with Pullman Palace Cars attached, 9:30 A. M., 6 and 8:30 P. M. Sunday, 6 and 8:30 P. M.

For Williamsport and Lock Haven (via Philadelphia and Eric Railroad Division, connecting at Philadelphia, 9:30 A. M. For Williamsport, Lock Haven, Corry and Eric, 8:50 P. M., connecting at Corry for Titusville, Petroleum Centre and the Oil Regions.

For Balisimore, Washington and the South, "Limited Washington Express" of Pullman Parlor Cars daily, except Sunday, 9:30 A. M.; arrive at Washington 4:10 P. M. Regular at 8:40 A. M.; 3 and 9 P. M. Sunday, 9 P. M.

Express for Philadelphia, 7, 7:30, 8:40, 9:30 A. M., 12:30, 3, 4, 4:10, 5, 6, 7, 8:30, 9 P. M. enigrant and second class, 7 P. M.

For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M.,

Express for Philadelphia, 7, 7:30, 8:40, 9:30 Å, M., 12:30, 3; 4, 4:10, 5; 6, 7, 8:30; 9 P. M. and 12 night. Sunday, 5; 6, 7, 8:30; and 9 P. M. Emigrant and second class, 7 P. M.

For Newark at 6, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., 1; 2, 2:30, 3:10, 3:40, 4:410, 4:30, 4:50, 5; 5:20, 5:40, 6:10, 6:20, 6:30, 7, 7:30, 8:10, 10, 11:30; P. M. and 12 night. Sunday, 5:20, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., 1; 2, 2:30, 3:10, 3:40, 4:410, 4:30, 4:50, 5:20, 5:40, 6:10, 6:20, 6:30, 7, 7:30, 8:10, 10, 11:30; P. M. and 12 night. Sunday, 5:20, 6:30, 7, 7:40, 8, 9, 10, 11 A. M., 12 M., 1; 2, 2:30, 3:10, 3:40, 3:40, 4:50, 5:20, 5:40, 6:10, 6:20, 6:30, 7, 7:30, 8:10, 10, 11:30; P. M. and 12 night. Sunday, 5:20, 6:30, 7, 7:40, 8, 10, 11 A. M., 12 M., 1, 2, 2:30, 3:10, 3:40, 4:10, 4:30, 4:50, 5:20, 5:40, 6:10, 6:20, 6:30, 7, 8:10, 10; P. M. and 12 night. Sunday, 5:20, 6:30, 7, 8:10, 10; P. M. and 12 night. Sunday, 5:20, 6:30, 7, 8:10, 10; P. M. and 12 night. Sunday, 5:20, 6:30, 7, 8:10, 10; P. M. and 12 night. Sunday, 7:20, 4:30, 4:30, 6:30, and 7: M.

For New Brunswick, 7, 8 and 11 A. M., 2, 3:10, 4:10, 5:20, 6:10, 6:10, 6:20, 6:30, 73, 3:30, 4:30, and 6:20; P. M.

For Freston and Rocky Hill, 8:40 A. M. and 4:10; P. M.

For Princeton, 7, 8:40 A. M., 12:30, 2, 4:10 and 7: P. M.

For Princeton, 7, 8:40 A. M., 12:30, 2, 4:10 and 7: P. M.

For Princeton, Rordentown, Burlington and Camden, 7:30 and 9:30, A. M., 12:30, 2, 4:10; A. M. and 2: P. M.

For Freinington and Belvidere, 9:30 A. M. and 2: P. M.

For Freinington and Sunsan, 7:30 A. M. and 2: P. M.

For Freinington, 9:30 A. M. and 3: P. M.

For Freinington, 9:30 A. M. and 3: P. M.

For Freinington, 9:30 A. M. and 3: P. M.

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For Freinington, 9:30 A. M. and 3: P. M.

For Freinington, 9:30 A. M. and 3: P. M.

For Freinington, 9:30 A. M. and 9: N. M. and 9: P. M.

For Freinington, 9:30 A. M. and 9: N. M.

For Highstown and Pemberton, 9:30 A. M. and 2: P. M.

For Highstown and Pemberton, 9

day 5:10, 6:20, 6:55, 11:54 A. M., 7:40, 0:20 and 10:27 P. M.
Ticket Offices, 5:26 and 9:44 Broadway, No. 1 Astor House and foot of Denbrosses and Corthands streets, No. 4 Court street, Broken; No. 14, 115 and 118 Hudson street, Hoboken, Emisgrant Ticket Office, No. 8 Battery Place, PRANK THOMSON, D. M. BOYD, Jn., General Manager.

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